

CONTRACTOR'S LIABILITY INSURANCE (Continued)

A. Insurance Requirements:

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, its agents, representative, employees, and/or subcontractors. The cost of such insurance shall be paid by the Contractor.

B. For All Coverage's

Each insurance policy shall be written on an "Occurrence" form only.

C. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering Commercial General Liability.

2. Automobile Liability

Insurance Services Office form number (CA 00 01 Ed. 12-90) covering Business Auto Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, & 9.

3. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

The Contractor is advised that work on or adjacent to water may require insurance coverage in compliance with:

a. Longshore and Harbor Workers Compensation Act (administered by the U.S. Department of Labor)

-or-

b. State Industrial Insurance (administered by the Washington State Department of Labor)

-or-

c. Both.

4. Employers Liability or "Stop-Gap"

The protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

MINIMUM SCOPE OF INSURANCE (Continued)

5. Umbrella or Excess Liability

When Umbrella and/or Excess Liability policies are used in connection with primary underlying General Liability policies to meet the required limits of liability, the Umbrella and/or Excess Liability policies shall be in force concurrently with the primary insurance policy, have the same expiration date, and provide coverage as broad as the primary policy, with a "drop down" provision.

6. Products and Completed Operations Coverage

The Contractor shall procure and maintain, during the life of this Contract, "Products and Completed Operations" coverage for the protection against bodily injury and property damage claims arising from this hazard, at a limit acceptable to the County.

D. Minimum Limits of Insurance (Project Specific - Verify with Risk Management)

The Contractor shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory requirements of the State of residency.
4. Employers Liability or "Stop gap" coverage: \$1,000,000.
5. Umbrella or Excess Liability Coverage: \$_____.
6. Products and Completed Operations: \$_____.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.
2. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the insurance of the Contractor who is the Named Insured or benefit the Contractor as the Named Insured in any way.
3. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
4. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except for the reduction of the aggregate by paid claims until after forty-five (45) days prior written notice, return receipt requested, has been given to the County.

1.08 Contractor's Liability Insurance (Continued)

F. Other Contract Provisions

1. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

2. Acceptability of Insurers

- a. Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.
- b. If at any time of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

3. Verification of Coverage

The Contractor shall furnish the County with certificates of insurance and bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

4. Subcontractors

The Contractor shall include all subcontractors as insureds under its policies, and/or shall furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with all insurance requirements of this Contract.

5. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State, and Local safety regulations governing the job site, employees, and subcontractors. The Contractor shall be responsible for the subcontractor's compliance with these provisions.

6. Property Insurance - County Provided Builders' Risk Coverage

The Contractor will be added as an additional insured to the County's property policy for the purposes of Builders' Risk coverage; however, the Contractor will be responsible for the County's property policy deductible (currently \$25,000).